

IN THE UNITED STATES COURT FOR THE DISTRICT OF UTAH  
NORTHERN DIVISION

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PHILLIP M. ADAMS & ASSOCIATES,  
LLC, a Utah Limited Liability Company,

Plaintiff,

vs.

WINBOND ELECTRONICS  
CORPORATION, ASUS COMPUTER  
INTERNATIONAL, MICRO-STAR  
INTERNATIONAL CORP., LTD, AND  
MSI COMPUTER CORP., et al.,

Defendants.

MEMORANDUM DECISION AND  
ORDER DENYING DEFENDANTS'  
MOTION IN LIMINE NO. 2 TO  
EXCLUDE EXPERT TESTIMONY  
OF DR. KRAFT REGARDING  
CONTRACT INTERPRETATION

Case No. 1:05-CV-64 TS

Defendants seek to exclude Dr. Kraft from testifying about his interpretation of contracts, specifically the HP agreement on the ground that he is not qualified to give opinions on the legal issue of interpreting contracts or licenses.

Plaintiff responds that the Motion is merely an attempt to obtain a substantive ruling on a major premise of its misappropriation of a trade secret claim—that HP was not authorized to share the Adams' test programs throughout the industry.

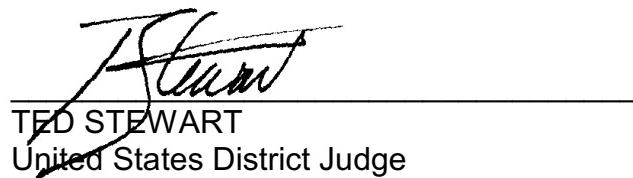
The Court has granted summary judgment in favor of ASUS and Winbond on the

trade secret claims under their statute of limitations arguments. For the same reason, Plaintiff was denied leave to amend its complaint to add a trade secret claim against MSI. Accordingly, because the trade secret misappropriation claims are no longer at issue, the Motion is moot. It is therefore

ORDERED that Defendants' Motion in Limine No. 2 to Exclude Expert Testimony of Dr. Kraft Regarding Contract Interpretation (Docket No. 1448) is DENIED.

DATED September 14, 2010.

BY THE COURT:



~~Ted Stewart~~  
TED STEWART  
United States District Judge